

REQUEST FOR PROPOSAL NO: 106901

December 30, 2003

Dear Prospective Offeror:

Request for Proposal No: 106901

Fluor Hanford (FH) is interested in receiving proposals for *Technical Support and Decontamination Methods for Cleaning Plutonium Finishing Plant (PFP) Transuranic Contaminated Glove Boxes* in support of the Plutonium Finishing Plant Project, Richland, Washington, under the Management and Integration Contract DE-AC06-96RL13200 with the U.S. Department of Energy.

Information regarding the product or services required and instructions for the preparation and submission of proposals are contained in the attached Request for Proposal (RFP).

Offeror's notice of intent to propose: January 08, 2004

Pre-proposal meeting: January 12, 2004

Last date for submittal of written questions: January 16, 2004

Request for Proposal close date: February 02, 2004

Anticipated Contract award date: March 5, 2004

FH looks forward to hearing from you regarding our request.

Sincerely,

Leasa Hetzer

Leasa Hetzer, Contract Specialist
Fluor Hanford Procurement

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PART I – Request for Proposal

1.0 Introduction

Fluor Hanford (FH or the Buyer) acting under its contract with the Department of Energy, requests you to submit a proposal for a Firm Fixed Price type of contract to provide *Technical Support and Decontamination Methods for Cleaning Plutonium Finishing Plant (PFP) Transuranic Contaminated Glove Boxes*. Part I of this Request for Proposal (RFP) describes the basis of award, proposal submittal requirements, proposal instructions, and notices to Offerors. Part II contains Representations and Certifications and other documents, which Offerors are to complete, sign and return with their proposal. Part III is the draft contract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work. FH may determine that any proposal not submitted in accordance with this RFP is non-responsive.

2.0 Basis of Award

FH may award one or more contracts as a result of this RFP. Award shall be made to the Offeror based upon evaluation of proposals that provide the best overall value to FH and the Government.

2.1 Acceptance or Rejection of Proposals

FH reserves the right to accept or reject any proposal with or without prior discussion with the Offeror. FH may:

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the mostfavorable technical and price terms);
- select one or more Offerors to negotiate further with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

2.2 FH Determination

FH will determine whether each Offeror is: qualified based on the qualification criteria specified in the RFP; responsive to all requirements of the RFP; and responsible. The Offeror is considered responsible if a review of its past performance (including safety performance), financial standing, resource allocations, etc. indicate that the Offeror can reasonably be expected to successfully perform the required work. The review may be based on submittals provided by the Offeror and information gathered from other sources

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including past performance for FH or other customers. A sample performance survey is included with this RFP for reference.

2.3 FH not obligated – Irregularities – Offeror Notification

FH will not pay any cost incurred in the preparation and submission of a proposal. FH also is not required to enter into a contract or any other arrangement with any Offeror. FH may waive minor informalities and irregularities in offers received.

There will be no public opening of proposals. FH will notify all of the Offerors after FH selects an Offeror for award.

2.4 Qualification Standards

It is FH's policy to offer the opportunity to compete for its procurements as is reasonably and economically feasible. However, in view of the distinctive characteristics of FH's programs, those potential Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in competitive submissions. Therefore, FH has established the following Qualification Standards that must be fully met in order for an Offeror to be considered for award.

2.4.1 Standard No. 1

Contractor personnel working at the PFP Facility on the Hanford Site must be U.S. Citizens.

2.4.2 Standard No. 2

Contractor must maintain or be able to obtain a Facility Clearance and a favorable DOE Foreign Ownership, Control or Influence (FOCI) determination.

2.5 Evaluation Criteria

The following evaluation criteria, which are listed in order of significance, form the bases by which each Offeror's proposal is to be evaluated in order to determine award. Technical/ business management are more important than price, although price will be a significant factor in determining an award.

2.5.1 Technical/Business Management

Technical Approach has the highest level of significance.

2.5.1.1 Technical Approach

This criterion refers to the Offeror's understanding of the work, especially the soundness and unique qualities of the proposed approach. FH will place emphasis on the Offeror's demonstrated knowledge of and planned technical approach for:

- Providing the lowest time for decontamination (per ft² of glove box);
- Reducing worker chemical exposure to fumes, high temperature, irritants, etc.;
- Reducing generation of TRU or TRU mixed waste;
- Providing equipment with good ergonomics of application and use, i.e., equipment, which because of its size and weight, does not increase worker injuries or puncture gloves or containment;
- Reducing FH labor effort;
- Reducing creation of solid/hazardous wastes;
- Offering significant advantages in reducing cost, schedule, and secondary waste and increasing performance over the baseline approach; and
- Decontaminating equipment internal to glove boxes and hoods if the equipment is not removed by FH (calciners, pumps, piping, tanks, furnaces, and laboratory equipment such as, centrifuges, balances, blenders, etc.).

2.5.1.2 Past Performance

This criterion refers to the Offeror's prior record of performing decontamination services and support for projects similar in size and complexity. FH will place emphasis on successful projects that have shown:

- Ability to supply solution in the quantities necessary to meet schedule;
- Proven ability of proposed technologies to decontaminate Pu equipment similar to that at PFP to low level waste (LLW).

2.5.1.3 Management Approach

This criterion refers to the Offeror's approach for managing the project, including assigning the proper resources, identifying key inputs/outputs, planning and scheduling of activities, and managing to the work in order meet the deliverables described in the SOW. Included in this criterion is the Offeror's planned approach for managing any subcontractors. FH will place emphasis on the Offeror's:

- Proposed key personnel;
- Approach for providing equipment and materials, controlling solution inventory, supplying technical support, and maintaining quality of equipment and solutions;
- Process for controlling solution compatibility, reactivity, hazards, and solution consistency;
- Space needs in and around buildings, power requirements, introduction of hazardous chemicals, and unique systems support such as ventilation, waste disposal, air quality.

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- Approach for controlling subcontractors.

2.5.2 Price Criteria

Offeror's shall submit their pricing in accordance with the pricing sheet in Part II of this RFP. In addition to the Offeror's proposed price, the price of the onsite work to be borne by FH will be factored into the price evaluation. From the information provided by the Offeror as required below under Technical Approach 4.2.2, FH will cost this effort and the method for costing will be consistently applied to all proposals. This cost will be added to the Offeror's proposed price to determine an overall total price for evaluation purposes.

3.0 Proposal Submittal

3.1 Notification of Intent to Propose

FH requests that a prospective Offeror notify FH in writing no later than January 08, 2004, whether the Offeror intends to submit a proposal in response to this RFP. The Offeror may transmit the notification to the Contract Specialist via e-mail or fax.

3.2 Pre-Proposal Meeting

FH will conduct a pre-proposal meeting for prospective Offerors on January 12, 2004, at 8:00 a.m., in 1200 Jadwin Ave., Room 1-C-1, Richland, WA 99352. FH requests that prospective Offeror notify the Contract Specialist of their intent to attend the meeting along with notification of Intent to Propose (Section 3.1).

3.3 Deadline

Proposals are due by 4 p.m. on February 02, 2004. FH reserves the right to reject any proposal received after the deadline as non-responsive to the requirements of the RFP.

3.4 Identification and Delivery

Identify the package containing the proposal as "Proposal in Response to RFP 106901."

Address a proposal sent via the U.S. Postal Service to:

Leasa Hetzer, MSINH7 -10
Fluor Hanford
P.O. Box 1000
Richland, WA 99352-1000

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Address a proposal sent via another delivery service to:

Leasa Hetzer, MSINH7 -10
Fluor Hanford
2430 Stevens Center
Richland, WA 99352

To meet the deadline, the Offeror may submit a proposal via fax or e-mail. Identify the name of the Contract Specialist and the RFP number that the proposal is in response to on the fax or e-mail transmittal document. If the Offeror faxes or e-mails a proposal in order to meet the deadline, the Offeror shall also transmit an original and the number of copies specified via U.S. Postal Service or delivery service.

The Contract Specialist's telephone number is 509-373-0413, the fax number is 509-373-9107, and the e-mail address is [Leasa E Hetzer@rl.gov](mailto:Leasa_E_Hetzer@rl.gov). The Offeror may contact the Contract Specialist to verify that the Contract Specialist received the proposal.

3.5 Withdrawal

You may withdraw your proposals by written notice received at any time prior to award.

3.6 Questions and Comments Regarding RFP

The Offeror shall submit any comments or questions regarding the RFP in writing to the Contract Specialist no later than January 16, 2004. The Offeror may transmit questions and comments via fax or e-mail. FH will answer all questions in writing for the benefit of all prospective Offerors. FH may issue an amendment to the RFP to resolve problems regarding the RFP in light of the questions and comments. FH will issue the amendment in time for prospective Offerors to consider the answers and amendments before finalizing their proposals.

3.7 RFP Amendments

If this RFP is amended, then all terms and conditions that are not modified will remain unchanged. The Offeror shall acknowledge receipt of any amendment to this RFP by stating in the proposal that the Offeror received the amendment and considered the amendment in formulating the proposal.

4.0 Proposal Instructions

4.1 General Proposal Requirements

Organize the proposal as outlined in "Proposal Content." Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by FH.

4.2 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. Omit all pricing details from the technical proposal. Where estimated labor hours will provide clarity, quote them as hours only with no indication of price. The following documents make up a complete proposal package:

4.2.1 Volume I – Technical Proposal

Volume I consists of the Offeror's discussion addressing the technical and management aspects of this procurement, the Offeror's capabilities, and what the Offeror will do to satisfy the requirements of the solicitation. Offerors shall provide one (1) original and five (5) copies of this volume. The evaluation criteria identified in Section 2.5 of this RFP will be used to determine the Offeror's understanding of the work to be performed, the Offeror's qualifications to perform this work, and the acceptability of the proposed technical and management approach. The Offeror shall address each of the criteria set forth in Section 2.5. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

4.2.2 Technical Approach

The Offeror shall thoroughly describe how the work will be accomplished to satisfy the requirements identified in the SOW. The Offeror shall discuss how its decontamination system(s), chemical process(es), or other methodology(ies) will, when compared to the baseline approach:

- Reduce the time required for decontamination (per ft²);
- Reduce worker chemical exposure to fumes, high temperature, irritants, etc.;
- Reduce generation of TRU or TRU mixed waste;
- Reduce creation of solid/hazardous wastes; and
- Reduce the FH labor effort.
- Offering significant advantages in reducing cost, schedule, and secondary waste and increasing performance over the baseline approach.

The Offeror shall discuss how the ergonomics of its proposed system(s), process(es), or methodology(ies) will limit worker injuries, punctured gloves or breached containment.

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Finally, the Offeror shall discuss how its proposed system(s), process(es), or methodology(ies) will decontaminate equipment internal to glove boxes and hoods if the items (calciners, pumps, piping, tanks, furnaces, and laboratory equipment such as, centrifuges, balances, blenders, etc.) are not removed by FH.

4.2.3 Past Performance

The Offeror shall describe the past applications where each proposed decontamination technology has been used and the success rates of the Offeror's proposed technologies on process equipment that is similar to each of the seven process equipment types shown on the table below.

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Process Equipment Type	No. of Glove Boxes or Hoods	Approximate Square Footage	Materials of Construction	Process Equipment for Demonstration Phase
1. Plutonium Reclamation Facility (PRF) solutions boxes	21	8204	304 stainless steel with small Plexiglas, Lexan, Polycarbonate, leaded Polycarbonate, or leaded-glass viewing windows	MT-5 16 ft x 4 ft x 6 ft
2. RMA/RMC process line and plutonium processing support laboratory (PPSL)	74	18284	304 stainless steel frames with Lexan, Polycarbonate, leaded Polycarbonate, and/or leaded-glass panels	HC-7C*
3. Painted portion of RMA with Butvar	23	4110	304 stainless steel frames with Lexan, Polycarbonate, leaded Polycarbonate, and/or leaded-glass panels. The outsides were painted with Butvar for contamination control.	First Glove Box in 235-A2 Completed by Legacy 4 ft x 4 ft x 4 ft
4. Analytical and standards laboratory	90	8252	304 stainless steel with Plexiglas, Lexan, Polycarbonate, leaded Polycarbonate, and/or leaded-glass viewing panels	4 ft x 4 ft x 6 ft Lab Hood
5. Other hoods and boxes	18	2481	304 stainless steel with Plexiglas, Lexan, Polycarbonate, leaded Polycarbonate, and/or leaded-glass viewing panels	N/A
6. Ducts and ventilation including filter boxes	6 in to 21 in diameter		Stainless steel	100 ft x 24 in to 30 in Duct in Duct Level
7. Large drains, transfer lines and vacuum lines	2 in to 20 in diameter		Stainless steel	100 ft x 26 in Vacuum Line in Duct Level

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For each of the seven process equipment types, the Offeror shall also furnish no more than 4 references for previous (dating back five (5) years) and current projects for each of the seven process equipment types. References shall include the following up-to-date information for each specific reference. Note: Information gained elsewhere by the Buyer can also be used as part of the evaluation.

- Client Name and Address
- Client Technical Point of Contact and phone number
- Contract Number
- Brief Description of Work Scope including specific decontamination technologies used
- Contract Type
- Period of Performance
- Types, numbers, and size (ft³ and ft²) of glove boxes decontaminated
- Success rates for percentage of boxes decontaminated from TRU waste levels to LLW (including release process, SCO and nano-ci/gram LLW standard)
- Number of glove boxes decontaminated per week, if applicable
- Original Contract Value \$_____
- Final Contract Value \$_____

If these latter two amounts are different, provide a brief description of the reason for the difference.

4.2.4 Management Approach

The Offeror shall discuss its organizational and management structure and how this structure ensures performance of the work in an organized, professional, proficient manner. Provide a complete organizational chart of the proposed team with key personnel and their functional assignments identified. Discuss the established lines of authority, responsibility, and communication.

The Offeror shall discuss and identify by name the key personnel proposed to manage and perform the technical segments/aspects of the work. Provide resumes that clearly describe the individuals' education (level, major, and year degree received), experience

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(general and relevant work experience), and professional credentials (including professional publications and memberships). Key data should include technical skills in planning, organizing, executing, and controlling as well as abilities in overall project coordination and management. Note where the individuals or the company has been involved with work that is similar to the work listed in the SOW.

The Offeror shall discuss its:

- Approach for providing equipment and materials, controlling solution inventory, supplying technical support, and maintaining quality of equipment and solutions;
- Process for controlling solution compatibility, reactivity, hazards, and solution consistency; and
- Space needs in and around buildings, power requirements, introduction of hazardous chemicals, and unique systems support such as ventilation, waste disposal, air quality.
- Method or approach for managing and controlling any subcontracting to sub-tier contractors.

Teaming agreements and joint ventures are allowed by this RFP. However, the Offeror must describe the structure of these arrangements and show how their organization will enable the work to flow smoothly and efficiently and maintain quality requirements.

4.2.5 Volume II – Price and Contractual Proposal

Preface the price volume with a Table of Contents and specify the page number where each price format and narratives are located. There should be a list of any attachments or exhibits included in the price volume. Submit one (1) original and 5 copies of this volume.

Submit the following information:

4.2.5.1 Price Narrative

On the first page of the price proposal, state whether or not the price proposal has been prepared completely consistent with the requirements of this solicitation. List each exception, if any, and provide complete rationale.

The price proposal overview shall provide narrative support of the price proposal sufficient to explain the development and basis of price involved. This requirement applies to data provided by the Offeror, each team member, and or subcontractor.

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The use of uniform and standard terminology is essential to the evaluation of price proposals. Such comprehension can only be accomplished if uniform or standard descriptions of acronyms and data elements are provided. Provide a list of all acronyms in the Offeror's proposal.

There is no page limitation on the price proposal. All pages, including forms, must be sequentially page numbered and all forms, tables, or exhibits must be identified in the table of contents or index. All forms, tables, or exhibits must be clearly identified.

4.2.5.2 Pricing Sheet(s)

Complete the pricing sheets attached to Part II of this RFP. All final monetary extensions should be expressed in whole dollars. The price sheets require the following information (see Section 2.0, Table 1.1, of the Statement of Work):

- The Offeror shall propose a list of materials and supplies and price.
- The Offeror shall propose a list of equipment, price and a replacement price for each piece of equipment.
- The Offeror shall propose a fixed price per month for labor.

4.2.5.3 Payment Schedule

Offerors desiring a specific payment schedule shall include a written request in their Proposal. Proposals including a request for a specific payment schedule will be evaluated on an equal basis with Proposals not including such a request. If a Proposal does not contain a request for a specific payment schedule, payment provisions will be dictated by the Buyer.

4.2.5.4 Representations and Certifications

Completed and signed Representations and Certifications from Part II of this RFP.

4.2.6 Volume III– Quality Assurance

Submit the following information in this volume:

4.2.6.1 Quality Assurance Manual

Submit two (2) copies of your Quality Assurance Manual. If the Offeror's Quality Assurance Manual has been previously submitted and approved by FH, the Offeror shall submit a statement indicating prior approval and that no changes have occurred. In the event that changes have occurred, submit a statement detailing the changes.

4.2.7 Volume IV - Chemical Management

4.2.7.1 Chemical Management Plan

Submit two (2) copies of your Chemical Management Plan (Part II – Attachment 2 – Chemical Management Plan Instructions). This volume includes a discussion on the handling of chemicals, storage criteria, transportation, pre-disposal treatment, and disposal pathway; completion of Part A of the attached Chemical Inventory Worksheet (Part II – Attachment 3 – Chemical Inventory Worksheet); submittal of MSDS for all chemicals listed in Part A of the Chemical Inventory Worksheet; and, submittal of the Offeror's Hazard Communication Program.

4.3 Offeror's Acceptance

The contract resulting from this RFP will be substantially the same as the draft contract that is contained in Part III of the RFP. Unless otherwise noted by the Offeror in its proposal, Offeror's submission of a proposal signifies the Offeror's unqualified acceptance of all of the technical requirements and other terms and conditions of the contract that are contained in or referenced in this RFP. Interpretations established by the Offeror to any part of this RFP may be considered an exception.

4.3.1 Exceptions to Technical Requirements and Other Terms and Conditions

The Offeror shall describe any exceptions to the technical requirements and other terms and conditions of the sample contract on which the Offeror's proposal is based. Offerors are notified that FH considers the Offeror's compliance with the technical requirements and terms and conditions of the draft contract to be essential. In case of doubt, Offeror should request clarification from FH. If the Offeror takes any exceptions to the requirements of the RFP, the pricing shall be based on the requirements of the RFP and the exception(s) priced as alternates. If the Offeror's proposal is based only on the proposed exceptions, FH may determine that the proposal is non-responsive.

4.4 Proposal Validity Period

A proposal shall remain firm for 120 days after the proposal due date.

5.0 Notices to Offerors

5.1 Precedence of Requirements

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence and the resulting contract, the terms of the contract shall govern.

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5.2 North American Industry Classification System (NAICS) Code and Size Standard

FH has determined that North American Industry Classification System (NAICS) Code 541990 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$6,000,000.

5.3 Identification of Proprietary Data

If the Offeror submits any data as part of its Proposal, which is considered by the Offeror to be “proprietary data”, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

5.4 Certified Cost or Pricing Data

The Offeror is not required to provide certified cost or pricing data. However, the Offeror is notified that FH may require the Offeror to provide certified cost or pricing data prior to award if FH cannot determine that the acquisition is exempt from the requirements of PL 87-653.

5.5 Financial Capability Determination Information

FH reserves the right, prior to award, to require the Offeror to submit information that FH will use to make a determination whether the Offeror has the financial capability to perform the contemplated contract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required by FH.

5.6 Buy American Act

In accordance with the Buy American Act (BAA), domestic end products as defined in the BAA shall be afforded a preference in this procurement. For evaluation purposes FH will adjust offers of Foreign End Products (any end product, which is not domestic) and compare the adjusted prices with prices offered for the Domestic End Products to determine an award to the lower offer. The adjustment and award will be in accordance with FAR Part 25.

PART II – Representations and Certifications

These Contractor Representations and Certifications must be completed and submitted by all contractors and renewed as requested by the Buyer. Exceptions or qualifying comments must include an explanation, and further clarification provided if requested by the Buyer. The person signing the Representations and Certification on behalf of the Contractor certifies that the following statements are current and accurate.

- 1.0 Signer is authorized to represent the Contractor that is submitting a proposal for the contemplated contract in all matters related to pricing, terms and conditions, conduct of business, and buyer-contractor relationships between Contractor and the Buyer.
- 2.0 Contractor is an independent business concern free to enter into a binding agreement or contract with Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company or controlling entity. An “independent business concern” is defined in the Revised Code of Washington (RCW) 50.04.140. Buyer reserves the right to request copies of documents demonstrating compliance with this definition. Examples of applicable documents include: copies of contracts with other customers, business cards, IRS Form 1040 Schedule C, business phone listing, advertising, or copies of state business licenses.
- 3.0 Prices have been arrived at independently, without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor in violation of antitrust or anti-competitive laws. The Contractor has not, and will not, disclose offered prices to any other contractor or competitor prior to award of a resulting contract or cancellation of a solicitation. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action. Contractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.
- 4.0 No person or company, other than Contractor’s employee(s) or affiliate firms, has/have been paid to solicit or obtain the contemplated contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of the contemplated contract.
- 5.0 Contractor meets all requirements of federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities. Contractor shall comply in every respect with the equal employment opportunity laws in performing this contract.

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- 6.0 Contractor has filed all reports required by Federal Executive Order 11246 and the U.S. Department of Labor, or any equal employment opportunity provision in any previous contract or subcontract with a federal government agency or Contractor.
- 7.0 If Contractor has 10 or more employees and has been awarded any contract or subcontract of \$10,000 or more within the last 12 months subject to E.O. 11246, Contractor has in place an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
- 8.0 Neither Contractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any Federal agency; (b) have, within a 3-year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local government) contract or subcontract; been in violation of Federal or state antitrust statutes relating to the submission of offers; or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.
- 9.0 Contractor has not, within a 3-year period preceding this date, had one or more contracts terminated for default by any Federal agency.
- 10.0 Contractor agrees to comply with the provisions of the Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U. S. Secretary of Labor, for services to be performed by categories of workers identified in the SCA. Personnel performing work under the Contract shall be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.
- 11.0 Any facility utilized in the performance of the contemplated contract with Buyer has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air or Clean Water Acts.
- 12.0 Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford Site are not under the influence of controlled substances. Assigned employees are subject to Contractor's substance abuse program with screening by a certified testing laboratory and are subject to random testing under the Buyer's program.
- 13.0 Products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended. Contractor shall identify that/those product(s) in its

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offer along with the country of origin, which are of foreign origin, as defined in the Act.

- 14.0 Contractor certifies that it has not (a) provided, attempted or offered to provide; (b) solicited, accepted or attempted to accept; or (c) included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections U51-58 with respect to this action.

- 15.0 Unless exempted below, Contractor shall provide a plan in accordance with FAR Part 19, 19.702 which separately addresses subcontracting opportunities with Small, Small Disadvantaged, HUB Zone, Service Disabled-Veteran and Women Owned Businesses. The plan will include base years and separate option years, if any, included in the contract. The subcontracting plan must be submitted and accepted by the Buyer prior to award.

Contractor shall submit semi-annual SF 294 reports(s), titled “Subcontracting Report for Individual Contracts”, as required in FAR Part 19, 19.704, to the Contract Specialist no later than April 15 and October 15 for that current fiscal year demonstrating continued compliance. Elements of the Subcontracting Plan are identified in more detail in [Special Provision SP-11](#) available for downloading from the Buyer’s web site at: <http://www.hanford.gov/pmm/downloads/download.htm>.

Good-faith compliance with the approved plan is a requirement of acceptable contract performance unless the Buyer granted an exemption prior to award for one of the following circumstances:

1. Contractor is a Small Business as defined in accordance with 13 Code of Federal Regulations (CFR), part 121 and FAR Part 19, 19.001.
 2. Subcontracting opportunities are not offered with respect to the proposed Contract.
 3. The proposed Contract is not expected to exceed \$500,000 or \$1,000,000 (if for construction of a public facility).
 4. The proposed Contract will be performed entirely outside of the U.S., its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico.
- 16.0 Contractor certifies that, to the best of its knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to this Contract; and bear on whether Contractor has a possible conflict of interest with respect to (a) being able to render impartial, technically sound, and objective assistance or advice; or (b) being given unfair competitive advantage.

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If any actual or potential conflict of interest or unfair competitive advantage does or may exist with respect to this Contract, Contractor shall provide a description of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. The description shall contain enough information to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work

- 17.0 Contractor agrees to submit and maintain an accurate Vendor Registration Form (www.hanford.gov/pmm/) including Contractor's proper legal name, tax status and business description as defined by the Small Business Administration (www.sba.gov) and in the federal Small Business Act (P.L. 85-536).
- 18.0 Based on the Small Business Administration size standard for the NAICS code identified by the Buyers for this action, Contractor's business size is classified as ____ Large ____ Small

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Contractor subject to prosecution under Section 1001, Title 18, United States Code. The Buyer may withhold an award or terminate a contract based on any negative responses to the certifications above and/or Contractor's failure to adequately describe the conditions of the response.

Contractor agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract.

Contractor	Tax ID
Authorized Representative	Title
Signature	Date
Internet Homepage Address	Email address

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PART III – Draft Contract

Project Hanford

Contract:
Release:
Executed:
Printed:
Page:

Mail Invoice To:

Contractor:

Please Direct Inquiries to:

Work Location:

Title: CONTRACT SPECIALIST

Phone: 509- Ext.

Fax: 509-

Title: DRAFT CONTRACT

Total Value: USD \$

Pricing Method:

Contract Type:

Start Date:

Project:

End Date:

Contractor Authorized Signature

Fluor Hanford Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed

Phone

Date Signed

Phone

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1.0 Award

1.1 Statement of Work (SOW)

The attached Statement of Work [title:] *Technical Support and Decontamination Methods for Cleaning Plutonium Finishing Plant (PFP) Transuranic Contaminated Glove Boxes*; Dated: 12/26/03; revision: 0; identifies the scope and performance expectations of the contract. The SOW is incorporated into and made a part of this contract along with all of the other clauses and terms identified herein.

1.2 Award Notification

(A57) Rev. 2 11/04/2002

The Contractor is hereby notified that effective on _____, the Contractor is awarded a Contract for the delivery/performance of the item(s) above in accordance with all the requirements and conditions set forth or by reference attached herein.

2.0 QA/Inspection Requirements

2.1 Control of Graded Fasteners

(B73) Rev. 0 02/22/00

The provisions stated below are the minimum Department of Energy requirements for high strength graded fasteners produced in compliance with national consensus standards (e.g., SAE, ASTM, ASME).

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Contract Order.
2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Contract Order.
3. When requested by the Buyer, the Contractor shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.
4. Fasteners shall be inspected to verify compliance with the Contract Order requirements. Additionally, fasteners may also be subjected to destructive testing.

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5. When requested by the Buyer, the Contractor shall provide a Certificate of Conformance which must certify conformance and traceability of supplied materials to the subject Contract Order. The document must be legible and reproducible.

2.2 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 0 02/22/00

Contractor shall warrant that “all items furnished under this Contract Order are genuine (i.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Contract Order.”

The statement shall be on Contractor letterhead and signed by an authorized agent of the Contractor.

Any materials furnished as part of this Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

3.0 Delivery/Performance

3.1 Term of Contract

(F08) Rev. 1 10/01/98

The term of this Contract shall commence on the date of award and shall end on _____ unless extended by the parties or unless terminated by other provisions of this Contract.

4.0 Contract Administration

4.1 Estimated Billing

(G02) Rev. 3 02/04/03

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Fluor Hanford Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the contract through the current calendar month end. This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each contract release until all payments are received and the contract is complete.

Email: ap_accruals@rl.gov

Fax: (509) 373-6264

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Mailing Address:

Fluor Hanford Inc.
2430 Stevens Drive
PO Box 1000
Richland, WA 99352
Attn: Accruals MSIN G1-80

Monthly Contract-to-Date Cost Estimate Form can be obtained at the following Internet Address:

<http://www.hanford.gov/pmm/downloads/download.htm>

4.2 Authorized Personnel

(G03) Rev. 0 06/25/97

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Leasa Hetzer

Contracts Manager, Susan Stein

4.3 Contractor Submittals - Contract

(G05) Rev. 6 11/04/03

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the [Contractor Document Submittal Form \(CDSF\)](http://www.hanford.gov/pmm/downloads/download.htm) (available at www.hanford.gov/pmm/downloads/download.htm). Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact the Buyer if additional Submittal Numbers are required.

Changes to a Contractor's deliverables, that have not been accepted by FH as complete shall be submitted using the CDSF form and in accordance with a Contractor's FH approved Quality Assurance and/or Engineering Program.

4.4 Electronic Mail Capability

(G11) Rev. 1 06/25/01

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on the Buyer's Internet web site for downloading by the contractor.

5.0 Special Requirements**5.1 Reimbursement of Travel Expenses**

(H21x) Rev. 2 01/17/00

Travel expenses are not approved for this work scope on this contract. Travel expenses incurred in performance of this contract will not be reimbursed.

5.2 Service Contract Act of 1965

(H27) Rev. 2 02/21/03

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in Special Provision SP-6. The Department of Labor Wage Determination No., is incorporated herein. (If blank, a Wage Determination may be incorporated later by modification).

In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this contract, the Buyer may unilaterally modify this contract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with Special Provision SP-6 and other provisions of this contract.

For reference, a copy of the most recent Hanford Area Blanket Wage Determination is posted on the acquisition web site at <http://www.hanford.gov/pmm/downloads/download.htm>. A Directory

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of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm>

5.3 Proprietary Data Submittals

(H31) Rev. 4 10/01/98

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be “Proprietary Data”, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data Included is considered to be proprietary.

In the event any data is designated as “Proprietary Data”, such designation shall be in accordance with the “Special Provisions - Instructions for the Preparation of Proposals (SP-17), paragraph 2.9 “Identification of Proprietary Data.”

5.4 Designation of Technical Representative

(H38) Rev. 8 08/19/02

The Buyer hereby designates the following as the Buyer’s Technical Representative, (BTR) for this Contract: Name/phone/mail stop: .

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Contractors representative while on site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist prior to completion of this Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Contract Specialist specified within this Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing. The BTR does not possess any explicit, apparent or implied authority to modify the contract. No action should be taken until the Contract Specialist makes a determination and/or modifies the contract.

5.5 Intellectual Property

(H44) Rev. 0 09/05/97

Intellectual Property is defined as any one or combination of the following forms of intangible property: patents, design patents, trademarks, trade names, service marks, trade dress, trade designs, trade secrets, copyrights, and licenses in any of the aforementioned forms of intangible property.

Contractor warrants and guarantees that: (i) title to all intellectual property and supporting data, materials, and equipment covered by any application for payment shall pass to the Government

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free and clear of any liens, claims, security interests, and encumbrances arising out of the work performed; and (ii) royalties and license fees for materials, methodologies, data, and systems constituting intellectual property have been paid; provided, however, that Contractor may withhold from delivery data characterized as “limited rights data” or “restricted computer software” and alternately deliver form, fit, and function data in lieu of the limited or restricted data themselves.

Contractor shall defend all suits or claims for infringement of any intellectual property rights developed for or secured on behalf of the Government and hold the Government harmless from any loss on account thereof.”

5.6 Electronic Funds Transfer of Invoice Payments

(H47) Rev. 0 10/01/98

Electronic funds transfer of invoice payments is an available optional method of invoice payment by the Buyer. An “Authorization for Electronic Funds Transfer of Invoice Payments” form must be completed and returned before payments can be made. A copy of the form is available for downloading from the Buyer’s Acquisition Internet Web page or from the Buyer.

5.7 Option to Extend the Term of the Contract

(H54x) Rev. 4 02/06/03

This contract includes the option(s) to extend the term identified herein. The total period of performance of the contract includes the base period plus the optional period(s) that may be exercised by Buyer. Buyer will exercise the option(s) by providing thirty day written notice to the contractor prior to expiration of the contract’s current period of performance.

Base period from award date through September 30, 2004

Option 1 – October 1, 2004, through September 30, 2005

Option 2 – October 1, 2005, through September 30, 2006

5.8 Payment Schedule

(H59x) Rev. 2 01/01/01

The Contractor shall be reimbursed for authorized and approved work in accordance with the following:

5.9 Material Safety Data Sheet (MSDS)

(H92) Rev. 3 10/01/98

A Material Safety Data Sheet (MSDS) is required for any hazardous material required by this document. A copy of the MSDS is to be mailed/faxed directly to the cognizant Contract Specialist.

5.10 Work Schedules

(H97) Rev. 0 06/28/01

NOTICE: Daily work schedules, facility operations and holidays are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.

Accordingly, the Contractor shall make specific schedule arrangements with the Buyers Technical Representative and/or facility manager in advance of performance.

The Buyer will not be liable for the cost of any delays which result from Contractor's failure to obtain a specific schedule agreement in advance.

5.11 Invoices and Payments (Electronic)

(H98) Rev. 1 04/08/03

Invoices shall be submitted electronically via e-mail to both Fluor Hanford Accounts Payable (FH AP) at the following e-mail address: fh_ap_invoices@rl.gov (fh_ap_invoices@rl.gov) **and (in the same email)** to the Contract Specialist. The company name, invoice number, and the contract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract XXXXX-X.

If payments will be made via Electronic Funds Transfer (EFT), an "Authorization for Electronic Funds Transfer of Invoice Payments" form must be completed and returned before payments can be made. <http://www.hanford.gov/pmm/downloads/Other/eft.pdf>

Each invoice must have a unique invoice number and, as a minimum, shall identify the:

- Billing company;
- Blanket Order or Basic Ordering Agreement (if applicable),
- Task order (release) number
- Name of the worker(s);

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- Hourly rate(s);
- Work hours and date performed;
- Brief statement describing the work performed.

Submittal of an invoice constitutes certification that services have been delivered and invoice rates are in accordance with the task order. An electronically submitted invoice will be accepted as an original invoice when authorized by the Contract and received by FH AP. Unauthorized deviations will result in disapproval of the invoice.

6.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

6.1 Limitation of Liability - Services

(I36) Rev. 2 10/01/98

1. Except as provided in paragraphs 2 and 3 below, and except to the extent that the Contractor is expressly responsible under this Contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Contract and (2) results from any defects or deficiencies in the services performed or materials furnished.
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's Managerial Personnel", as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
 - a. All or substantially all of the Contractor's business;
 - b. All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the Contract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Contract.

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3. If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Contractor's performance of services or furnishing of material under this Contract, the Contractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Contract.
4. The Contractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the contracting parties, in all lower-tier subcontracts over \$25,000.

7.0 List of Attachments

8.0 General and Special Provisions

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. They shall have the same force and effect as if written into the body of the contract. Contractor is responsible for downloading and complying with the applicable revision as identified below.

Where appropriate, hyperlinks are provided for downloading the referenced document. Software for reading PDF files is available from a link provided on the Download page. [Download Provisions and Forms: <http://www.hanford.gov/pmm/downloads/download.htm>]

General Provisions (revision 011, March 19, 2003)

Terms and conditions applicable to contracts requiring use of Government provisions found in the Federal Acquisition Regulation (FAR) or the DOE Acquisition Regulation (DEAR).
<http://www.hanford.gov/pmm/downloads/Provisions/gp.pdf>

Special Provisions - On-Site Services (SP-5 revision 006, December 23, 2003) <http://www.hanford.gov/pmm/downloads/Provisions/sp-5r006.pdf>

Special Provisions - Service Contract Act of 1965 (SP-6 revision 001) <http://www.hanford.gov/pmm/downloads/Provisions/sp-6.pdf>

Special Provisions - Rights in Technical Data (SP-7 revision 000) <http://www.hanford.gov/pmm/downloads/Provisions/sp-7.pdf>

Special Provisions - Organizational Conflict of Interest (SP-9 revision 002) <http://www.hanford.gov/pmm/downloads/Provisions/sp-9.pdf>

Special Provisions - Classification/Security/Foreign Control (SP-10 revision 002) <http://www.hanford.gov/pmm/downloads/Provisions/sp-10.pdf>